

## **ERRATA TO SECOND REVISED JOINT DECISION POINT LIST XI (11/02/01)**

### GENERAL TERMS AND CONDITIONS

*WorldCom, Cox, AT&T ads. Verizon*  
(Docket Nos. 00-218, 00-249, and 00-251)

The following errata for Issue No. IV-91 contains a minor change to the Verizon-proposed language from the language that is included in JDPL (General Terms and Conditions). The change is to the numbering and through insertion of the phrase “and UNE-P” as indicated below by the underlining.

IV-91	Should the Interconnection Agreement contain detailed provisions setting forth how branding will occur?	<p>Partially resolved by inclusion of Verizon’s proposed language for Part A, Sections 7.1, 7.4 through 7.7.</p> <p>Verizon’s proposed Section 7.1 has been included in the agreed-to portions of the Resale Attachment. WorldCom’s proposed Section 7.1 remains in dispute.</p> <p>Section 7. Branding</p> <p>7.1 Whenever Verizon has control over handling of the services that MCI may provide to third parties using services provided by Verizon under this Agreement, Verizon shall, at MCI’s sole discretion, brand any and all services at all points of Customer contact exclusively as MCI services, or otherwise as MCI may specify, or be provided with no brand at all, as MCI may determine. Where Technically Feasible, the branding provided by Verizon must be automatic and not require any manual intervention. Verizon shall not unreasonably interfere with branding by MCI. Verizon shall thoroughly test branding or unbranding of Operator Services, Directory Assistance and all interfaces and transfer features prior to delivery to MCI’s Customers, subsidiaries, Affiliates, or any other third parties. These tests include, but are not limited to, the installation and testing of MCI-provided tapes. <b>[Disputed WorldCom Language]</b></p> <p><b>[Following is Verizon’s proposed language which WorldCom has accepted.]</b></p> <p><b>7.1 Availability of Branding for Resale</b></p>	<p>Verizon proposes to use same language on branding for WorldCom as that to which AT&amp;T and Verizon have agreed, as set forth below:</p> <p>32. Point of Contact for WorldCom Customers; Branding</p> <p>32.1 To the extent required by Applicable Law, upon request by <b>[WorldCom]</b> and at prices, terms and conditions to be negotiated by <b>[WorldCom]</b> and Verizon, Verizon shall provide Verizon Resold <u>and UNE-P</u> Services that are identified by <b>[WorldCom]</b>’s trade name, or that are not identified by trade name, trademark or service mark.</p> <p>32.2 Verizon will recognize <b>[WorldCom]</b> as the customer of record of all services ordered by <b>[WorldCom]</b> under this Agreement. <b>[WorldCom]</b> shall be the single point of contact for <b>[WorldCom]</b> Customers with regard to all services, facilities or products provided by Verizon to <b>[WorldCom]</b> and other services and products which they wish to purchase from <b>[WorldCom]</b> or which they have purchased from <b>[WorldCom]</b>. Communications by <b>[WorldCom]</b> Customers with regard to all services, facilities or products provided by Verizon to <b>[WorldCom]</b> and other services and products which they wish to purchase from <b>[WorldCom]</b> or which they have purchased from <b>[WorldCom]</b>, shall be made to <b>[WorldCom]</b>, and not to Verizon. <b>[WorldCom]</b> shall instruct <b>[WorldCom]</b> Customers that such communications shall be directed to <b>[WorldCom]</b>.</p> <p>32.3 Requests by <b>[WorldCom]</b> Customers for information about or provision of products or services which they wish to purchase from <b>[WorldCom]</b>, requests by <b>[WorldCom]</b> Customers to change, terminate, or obtain</p>
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	<p>To the extent required by Applicable Law, upon request by AT&amp;T and at prices terms and conditions to be negotiated by AT&amp;T and Verizon, Verizon shall provide Verizon Resold Services that are identified by AT&amp;T's trade name, or that are not identified by trade name, trademark, or service mark.  <b>[Included in Resale Attachment]</b></p> <p>* * * *</p> <p>7.4 Verizon will recognize AT&amp;T as the customer of record of all Services ordered by AT&amp;T under this Agreement. AT&amp;T shall be the single point of contact for AT&amp;T Customers with regard to all services, facilities or products provided by Verizon to AT&amp;T and other services and products which they wish to purchase from AT&amp;T or which they have purchased from AT&amp;T. Communications by AT&amp;T Customers with regard to all services, facilities, or products provided by Verizon at AT&amp;T and other services and products which they wish to purchase from AT&amp;T or which they have purchased from AT&amp;T, shall be made to AT&amp;T, and not to Verizon. AT&amp;T shall instruct AT&amp;T Customers that such communications shall be directed to AT&amp;T.</p> <p>7.5 Requests by AT&amp;T Customers for information about or provision of products or services which they wish to purchase from AT&amp;T, requests by AT&amp;T Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from ATT, and inquiries by AT&amp;T Customers concerning AT&amp;T's bills, charges for AT&amp;T's products or services, and, if the AT&amp;T Customers receive dial tone line service from AT&amp;T, annoyance calls, shall be made by the AT&amp;T Customers to AT&amp;T, and not to Verizon.</p> <p>7.6 AT&amp;T and Verizon will employ the following procedures for handling misdirected repair calls:</p> <p>7.6.1 AT&amp;T and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.</p> <p>7.6.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A,</p>	<p>information about, assistance in using, or repair or maintenance of, products or services which they have purchased from <b>[WorldCom]</b>, and inquiries by <b>[WorldCom]</b> Customers concerning AT&amp;T's bills, charges for <b>[WorldCom]</b>'s products or services, and, if the <b>[WorldCom]</b> Customers receive dial tone line service from <b>[WorldCom]</b>, annoyance calls, shall be made by the <b>[WorldCom]</b> Customers to <b>[WorldCom]</b>, and not to Verizon.</p> <p>32.4 <b>[WorldCom]</b> and Verizon will employ the following procedures for handling misdirected repair calls:</p> <p>32.4.1 <b>[WorldCom]</b> and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.</p> <p>32.4.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge.</p> <p>32.4.3 In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.</p> <p>32.5 <b>[WorldCom]</b> and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.</p> <p>32.6 In addition to Section 32.4 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other.</p>
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		<p>in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.</p> <p>7.6.3 AT&amp;T and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.</p> <p>7.7 In addition to section 7.6.3 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other party.</p>	
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**WorldCom, Cox, AT&T ads. Verizon**  
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners

Category II: common to **WorldCom** and **AT&T** (pricing/costing)

Category III: common to **WorldCom** and **AT&T** (non-pricing/non-cost)

Category IV: unique to WorldCom

Category V: unique to AT&T

Category VI: Verizon supplemental issues with WorldCom

Category VII: Verizon supplement issues with AT&T

**KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:**

WorldCom (bold)

Cox (underline text)

*AT&T* (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
<b>General Terms and Conditions</b>			
I-10	<p>Should the Interconnection Agreement contain a provision defining the term of the Interconnection Agreement (3 years from the Effective Date) and establishing a process for extending the term and effectiveness of the Interconnection Agreement pending creation of a superceding interconnection agreement?</p> <p>VERIZON may not unreasonably terminate an interconnection agreement.</p>	<p><b>RESOLVED</b></p> <p><b>RESOLVED</b></p>	<b><u>RESOLVED</u></b>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
I-11	May Verizon summarily and unilaterally terminate WorldCom's access to the OSS unbundled network element?	<p>WorldCom proposes to delete Verizon's language. WorldCom proposes that no contract language allowing unilateral termination be included in the agreement.</p> <p>WorldCom's remedy provisions are provided at Part A, Sections 13 (including Verizon's proposed ADR process as WorldCom would amend it – See Issue IV-101)</p> <p>13.1 In the event the Commission retains continuing jurisdiction to implement and enforce the terms and conditions of this Agreement, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, pursuant to applicable procedures established by the Commission. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement; provided, however that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking any relief (at law or in equity) available in any other forum. [Agreed]</p> <p>[Verizon's proposed ADR process with WorldCom's proposed modifications – see Issue IV-101]</p> <p>28.11 Dispute Resolution</p> <p>28.11.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement and any amendments thereto by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures as a final and binding remedy with respect to any action, dispute, controversy or claim arising out of or relating to this Agreement or its breach, except with respect to the following:</p> <p>(1) An action seeking a temporary restraining order or an injunction related to the purposes of this Agreement;</p> <p>(2) A dispute, controversy or claim relating to or arising out of a change in law or reservation of rights under the provisions of Section 27 of</p>	<p>8. Operations Support Systems (OSS)</p> <p>8.1 Definitions.</p> <p>8.1.1 <u>Verizon Operations Support Systems</u>: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.</p> <p>8.1.2 <u>Verizon OSS Services</u>: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of **CLEC Usage Information to **CLEC pursuant to Section 8.1.3 below; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 below.</p> <p>8.1.3 <u>Verizon OSS Facilities</u>: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to **CLEC.</p> <p>8.1.4 <u>Verizon OSS Information</u>: Any information accessed by, or disclosed or provided to, **CLEC through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a **CLEC Customer accessed by, or disclosed or provided to, **CLEC through or as a part of Verizon OSS Services; and, (b) any **CLEC Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, **CLEC.</p> <p>8.1.5 <u>Verizon Retail Telecommunications Service</u>: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.</p> <p>8.1.6 <u>**CLEC Usage Information</u>: The usage information for a Verizon Retail Telecommunications Service purchased by **CLEC under this Agreement that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a</p>

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		<p>this Agreement;</p> <p>(3) A suit to compel compliance with this dispute resolution process;</p> <p>(4) An action concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party;</p> <p>(5) An action for fraud;</p> <p>(6) A billing dispute equal to or in excess of \$2,000,000.00;</p> <p>(7) Any rate or charge within the jurisdiction of the Commission or the FCC;</p> <p>(8) Any term or condition of the (i) Memorandum Opinion and Order, In the Applications of NYNEX Corp., Transferor, and Bell Atlantic Corp, Transferee, For Consent to Transfer Control of NYNEX Corp. and Its Subsidiaries, 12 F.C.C.R. 19985 (1997) or (ii) Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferor, Memorandum Opinion and Order, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Order);</p> <p>(9) A dispute, controversy or claim relating to or arising out of the tax provisions of this Agreement; and</p> <p>(10) Any dispute appropriately before the Commission pursuant to the abbreviated Dispute Resolution Process as established in Case No. 000026, Case No. 000035, or another proceeding before the Commission.</p> <p>Any such actions, disputes, controversies or claims may be pursued by either Party before any court, Commission or agency of competent jurisdiction. <del>Additionally, AT&amp;T hereby waives its rights to submit disputes in accordance with the alternative dispute resolution mediation process implemented by Verizon pursuant to paragraph 40 and Attachment F of the Merger Order.</del></p> <p>28.11.2 Negotiations.</p> <p>At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of</p>	<p>Verizon end-user retail Customer.</p> <p>8.1.7 <b>Customer Information:</b> CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.</p> <p>8.2 <u>Verizon OSS Services.</u></p> <p>8.2.1 Upon request by **CLEC, Verizon shall provide to **CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.</p> <p>8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of **CLEC.</p> <p>8.3 <u>**CLEC Usage Information.</u></p> <p>8.3.1 Upon request by ** CLEC, Verizon shall provide to **CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), **CLEC Usage Information.</p> <p>8.3.2. <b>**CLEC Usage Information will be available to **CLEC through the following:</b></p> <p>8.3.2.1 Daily Usage File on Data Tape.</p> <p>8.3.2.2 Daily Usage File through Network Data Mover (NDM).</p> <p>8.3.2.3 Daily Usage File through Centralized Message Distribution System (CMDS) (Former Bell Atlantic service areas</p>

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		<p>these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered, or be admitted in evidence, in the arbitration or lawsuit.</p> <p><b>28.11.3 Arbitration</b>  Except for those disputes identified in section 28.11.1(1) through 28.11.1(9), if the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute may be submitted by either Party or both Parties (with a copy provided to the other Party) to the Commission for arbitration pursuant to section 252 of the Act. The Commission shall assign the dispute to a single arbitrator selected by the Parties pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of commencement of the arbitration, as modified by this Agreement, hereinafter referred to as the AAA Rules. The Parties may select an arbitrator outside AAA's roster of arbitrators upon mutual agreement prior to AAA's appointment of an arbitrator. Neither Party waives any rights it may otherwise have under Section 252 of the Act by agreeing to allow the Commission to assign the dispute to an arbitrator selected by the Parties. Discovery shall be controlled by the arbitrator but limited to the extent set out in this section, unless otherwise prohibited by the AAA Rules. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of twenty-five (25) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of the other Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or as determined by the arbitrator. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings, including Findings of Fact and Conclusions of Law. The arbitrator shall have no power to add or detract from this Agreement of the Parties and may not make any ruling or award</p>	<p>only).</p> <p>8.3.2.4 <b>**CLEC Usage Information</b> will be provided in a Bellcore Exchange Message Records (EMI) format.</p> <p>8.3.2.5 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by Verizon.</p> <p>8.3.3 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, <b>**CLEC Usage Information</b> will be provided to <b>**CLEC</b> shall be determined by Verizon.</p> <p><b>8.4 Access to and Use of Verizon OSS Facilities.</b></p> <p>8.4.1 Verizon OSS Facilities may be accessed and used by <b>**CLEC</b> only to the extent necessary for <b>**CLEC's</b> access to and use of Verizon OSS Services pursuant to the Agreement.</p> <p>8.4.2 Verizon OSS Facilities may be accessed and used by <b>**CLEC</b> only to provide Telecommunications Services to <b>**CLEC</b> Customers.</p> <p>8.4.3 <b>**CLEC</b> shall restrict access to and use of Verizon OSS Facilities to <b>**CLEC</b>. This Section 8 does not grant to <b>**CLEC</b> any right or license to grant sublicenses to other persons, or permission to other persons (except <b>**CLEC's</b> employees, agents and contractors, in accordance with Section 8.4.7 below), to access or use Verizon OSS Facilities.</p> <p>8.4.4 <b>**CLEC</b> shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for <b>**CLEC's</b> use under this Section 8.</p>

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		<p>that does not conform to the terms and conditions of this Agreement. The arbitrator may award whatever remedies at law or in equity the arbitrator deems appropriate. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. <del>The written opinion of the arbitrator shall not be enforceable in any court having jurisdiction over the subject matter until the Commission, pursuant to section 28.11.7 below, has issued an Order adopting or modifying the arbitrator's written opinion.</del></p> <p><b>28.11.4 Expedited Arbitration Procedures.</b> If the issue to be resolved through the negotiations referenced in Section 28.11.2 directly and materially affects service to either Party's end-user Customers or the amount subject to a billing dispute is \$200,000 or less, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration pursuant to the process outlined in Section 28.11.3 above, the arbitration shall be conducted pursuant to the expedited procedures rules of the AAA Rules in effect on the date of commencement of the arbitration.</p> <p><b>28.11.5 Costs</b> Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitrator.</p> <p><b>28.11.6 Continuous Service</b> The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including making payments in accordance with and as required by this Agreement.</p> <p><b>28.11.7 Commission Order</b> <b>28.11.7.1</b> Within thirty (30) days of the arbitrator's decision, the Parties shall submit that decision to the Commission for review. Each Party shall also submit its position on the arbitrator's decision in a statement not to exceed ten (10) pages as to whether the Party seeks to challenge it before the Commission. The Commission shall accept or modify the arbitrator's decision within thirty (30) days of its receipt and issue an Order accordingly pursuant to Section 252 of the Act; provided, however, if the</p>	<p><b>8.4.5</b> **CLEC shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).</p> <p><b>8.4.6</b> All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by **CLEC only in connection with **CLEC's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by **CLEC as Confidential Information of Verizon pursuant to Section 10 of the Agreement; and, (d) shall be destroyed or returned by **CLEC to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.</p> <p><b>8.4.7</b> **CLEC's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for **CLEC's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by **CLEC's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.2.3 of this Attachment.</p> <p><b>8.5 <u>Verizon OSS Information.</u></b></p> <p><b>8.5.1</b> Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to **CLEC a non-exclusive license to use Verizon OSS Information.</p> <p><b>8.5.2</b> All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, **CLEC shall acquire no rights in or to any Verizon OSS Information.</p> <p><b>8.5.2.1</b> The provisions of this Section 8.5.2 shall apply to all Verizon OSS Information, except (a) **CLEC Usage Information, (b) CPNI of **CLEC, and (c) CPNI of a Verizon Customer or a **CLEC Customer, to the extent the Customer has authorized **CLEC to use the Customer Information.</p>

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		<p>Commission does not issue an Order accepting or modifying the arbitrator's decision within thirty (30) days of its receipt, the arbitrator's decision shall be deemed an Order of the Commission pursuant to Section 252 of the Act. The Order of the Commission shall become final and binding on the Parties, except as provided in Section 28.11.7.2 below.</p> <p>28.11.7.2 Either Party may seek timely review of the Commission Order rendered above pursuant to Section 252(e)(6) of the Act. The Parties agree to waive any objection to the federal court's jurisdiction over the subject matter.</p>	<p><b>**CLEC to use the Customer Information.</b></p> <p>8.5.2.2 Verizon OSS Information may be accessed and used by <b>**CLEC</b> only to provide Telecommunications Services to <b>**CLEC</b> Customers.</p> <p>8.5.2.3 <b>**CLEC</b> shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the Agreement.</p> <p>8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to <b>**CLEC</b> any right or license to grant sublicenses to other persons, or permission to other persons (except <b>**CLEC</b>'s employees, agents or contractors, in accordance with Section 8.5.2.5 below, to access, use or disclose Verizon OSS Information.</p> <p>8.5.2.5 <b>**CLEC</b>'s employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for <b>**CLEC</b>'s access to, and use and disclosure of, Verizon OSS Information permitted by this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by <b>**CLEC</b>'s employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.23 above.</p> <p>8.5.2.6 <b>**CLEC</b>'s license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by <b>**CLEC</b> to provide Telecommunications Services to <b>**CLEC</b> Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of the Agreement.</p> <p>8.5.2.7 All Verizon OSS Information received by <b>**CLEC</b> shall be destroyed or returned by <b>**CLEC</b> to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS</p>

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			<p data-bbox="1352 329 1465 350"><b>Information.</b></p> <p data-bbox="1312 378 1927 500">8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), **CLEC's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.</p> <p data-bbox="1352 524 1927 646">8.5.3.1 Verizon shall have the right (but not the obligation) to audit **CLEC to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC's access to, and use and disclosure of, Verizon OSS Information.</p> <p data-bbox="1352 670 1940 979">8.5.3.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC pursuant to this Agreement, to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to **CLEC's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor **CLEC's access to and use of Verizon OSS Information which is made available by Verizon to **CLEC through Verizon OSS Facilities.</p> <p data-bbox="1352 1008 1934 1179">8.5.3.3 Information obtained by Verizon pursuant to this Section 8.5.3.3 shall be treated by Verizon as Confidential Information of **CLEC pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.</p> <p data-bbox="1276 1203 1570 1224">8.6 <b><u>Liabilities and Remedies.</u></b></p>

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			<p>8.6.1 Any breach by <b>**CLEC</b>, or <b>**CLEC's</b> employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 above shall be deemed a material breach of the Agreement. In addition, if <b>**CLEC</b> or an employee, agent or contractor of <b>**CLEC</b> at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to <b>**CLEC</b>, to suspend the license to use Verizon OSS Information granted by Section 8.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</p> <p>8.6.2 CLEC agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 above by <b>**CLEC</b> or the employees, agents or contractors of <b>**CLEC</b>, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.</p> <p>8.7 <u>Relation to Applicable Law.</u></p> <p>The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</p> <p>8.8 <u>Cooperation.</u></p> <p>CLEC, at <b>**CLEC's</b> expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:</p> <p>8.8.1 Upon request by Verizon, <b>**CLEC</b> shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon</p>

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			<p>office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which **CLEC anticipates submitting orders in each week of the next calendar month.</p> <p>8.8.2 Upon request by Verizon, **CLEC shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Retail Telecommunications Service for which **CLEC anticipates submitting orders in each week of the next calendar month.</p> <p>8.8.3 **CLEC shall reasonably cooperate with Verizon in submitting orders for Verizon Retail Telecommunications Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.</p> <p>8.8.4 **CLEC shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.</p> <p>8.9 <u>Verizon Access to Information Related to **CLEC Customers.</u></p> <p>8.9.1 Verizon shall have the right to access, use and disclose information related to **CLEC Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the **CLEC Customer in the manner required by Applicable Law.</p> <p>8.9.2 Upon request by Verizon, **CLEC shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to **CLEC's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to **CLEC Customers (as authorized by the applicable **CLEC Customer), to permit Customers to transfer service from one</p>

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			<p>Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.</p> <p><b>8.10     <u>Verizon Pre-OSS Services.</u></b></p> <p><b>8.10.1</b>     As used in this Section 8, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to **CLEC prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to **CLEC. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication.</p> <p><b>8.10.2</b>     Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of **CLEC.</p> <p><b>8.10.3</b>     Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.</p> <p><b>8.10.4</b>     The provisions of Sections 8.4 through 8.8 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 8.10: (a) references in Sections 8.4 through 8.8 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 8.4 through 8.8 above to Verizon OSS Information shall be deemed to include information made available to **CLEC through Verizon Pre-OSS Services.</p> <p><b>8.10.5</b>     *CLEC acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is* subject to change from time to time.</p>

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	<p>Verizon may not summarily terminate Cox's access to OSS for Cox's alleged failure to cure its breach of schedule 11.7 or sections 1.5 or 1.6.</p>	<p>[Schedule 11.7 OSS] 1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information granted by Section 1.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</p> <p>[The following language has been agreed to by Cox and Verizon.</p> <p>22.5 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.]</p> <p>-----</p> <p>[Cox proposes to delete Verizon's proposed paragraphs 1.6.5.1-1.6.5.3.]</p>	<p><b>8.11 Cancellations.</b></p> <p><b>Verizon may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision).</b></p> <p><u>Schedule 11.7 OSS</u></p> <p><u>1.7 Liabilities and Remedies</u></p> <p><u>1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information granted by Section 1.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.</u></p>

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	OSS Access. May Verizon summarily terminate AT&T's access to OSS for AT&T's alleged failure to cure its breach of obligations concerning access to OSS per Schedule 11.6?	Section 5.1 of Verizon's Schedule 11.6 should be rejected.	<p align="center"><u>SCHEDULE 11</u></p> <p>ACCESS TO OPERATIONS SUPPORT SYSTEMS</p> <p>1.0 <u>Definitions</u></p> <p>As used in this Schedule 11, the following terms shall have the meanings stated below:</p> <p>1.1 "Verizon Operations Support Systems" or "Verizon OSS" means Verizon interfaces for access to pre-ordering, ordering/provisioning, maintenance and repair, and billing generally available to all CLECs.</p> <p>1.2 "Verizon OSS Services" means access to Verizon Operations Support Systems functions of Pre-Ordering, Ordering/Provisioning, Maintenance and Repair, and Billing. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Call Detail Information to AT&amp;T pursuant to this Agreement; and, (b) "Verizon OSS Information", as defined in Section 1.3 below.</p> <p>1.3 "Verizon OSS Information" means any information accessed by, or disclosed or provided to, AT&amp;T through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or an AT&amp;T Customer accessed by, or disclosed or provided to, AT&amp;T through or as a part of Verizon OSS Services; and, (b) any AT&amp;T Call Detail Information (as defined in Section 1 of the General Terms and Conditions) accessed by, or disclosed or provided to, AT&amp;T.</p> <p>2.0 <u>General Conditions</u></p> <p>2.1 This Schedule 11 sets forth the terms and conditions under which Verizon will provide electronic access to the following Verizon Operations Support Systems and Verizon OSS Services. Verizon will provide such access to AT&amp;T through the interfaces listed below or any other generally available Verizon OSS interfaces (e.g., Web GUI) for pre-ordering, ordering, provisioning, maintenance and repair, and billing in accordance with</p>

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			<p>guidelines published by Verizon and which are consistent with the Change Management Process described below.</p> <table><tr><td><u>Interface</u></td><td><u>Function</u></td></tr><tr><td>CORBA</td><td>Pre-Order</td></tr><tr><td>EDI</td><td>Ordering, Provisioning</td></tr><tr><td>EBI</td><td>Maintenance &amp; Repair</td></tr><tr><td>Connect:Direct</td><td>Billing</td></tr></table> <p>2.2 AT&amp;T agrees to access the Verizon OSS and utilize Verizon OSS Services, only for the purposes of establishing and maintaining Services provided to AT&amp;T by Verizon. Except as may be mutually agreed to by the Parties in writing, AT&amp;T agrees that such use will comply with the security requirements of Verizon.</p> <p>2.3 By accessing customer service records pursuant to this Schedule, AT&amp;T represents and warrants that it has obtained any customer authorization or approval (written, verbal or electronic) required by Applicable Law in order to receive such information. AT&amp;T shall receive and retain such information in conformance with the requirements of 47 USC 222 (and implementing FCC regulations thereunder) and in accordance with Section 18.3.</p> <p>2.4 Verizon will provide AT&amp;T with access to Verizon OSS in accordance with Verizon's published availability schedule, subject to changes to such schedule made in accordance with the Change Management Process.</p> <p>2.5 Each Party shall provide designated contacts for technical issues related to this Schedule. Verizon shall also publish or otherwise provide to AT&amp;T toll-free nation-wide telephone numbers (and applicable hours of operation) which will be answered by capable staff trained to answer questions and resolve technical problems related to this Schedule or other matters associated with the provision of Verizon OSS Services.</p> <p>2.6 Verizon and AT&amp;T may, upon mutual agreement jointly establish interface contingency plans for access to Verizon OSS.</p> <p>2.7 The Parties agree that the Change Management Process as</p>	<u>Interface</u>	<u>Function</u>	CORBA	Pre-Order	EDI	Ordering, Provisioning	EBI	Maintenance & Repair	Connect:Direct	Billing
<u>Interface</u>	<u>Function</u>												
CORBA	Pre-Order												
EDI	Ordering, Provisioning												
EBI	Maintenance & Repair												
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			<p>established between Verizon and participating CLECs, as may be amended from time to time, will be used to manage changes to Verizon OSS interfaces. For purposes of this Schedule, "Change Management Process" means the documented process that Verizon and CLECs follow to facilitate communication about Verizon OSS changes, new interfaces and retirement of old interfaces, as well as the implementation timeframes; which includes such provisions as a developmental view, release announcements, comments and reply cycles, new entrant and new release testing processes and regularly scheduled change management meetings.</p> <p>2.8 Notwithstanding any other provision of this Agreement, if any provision contained in this Schedule 11 (and/or Section 11.6 of this Agreement) conflicts with any term or condition of the Application of GTE Corporation, Transferor and Bell Atlantic Corporation, Transferee, Memorandum Opinion and Order, Appendix D, CC Docket No. 98-184, FCC 00-221 (rel. June 16, 2000) ("Merger Conditions") or otherwise would require Verizon, prior to the time period contained in the Merger Conditions or in a manner inconsistent with the Merger Conditions, to implement any Verizon OSS process, interface, or business rule, including but not limited to the Change Management Process, or any Verizon OSS Services as those terms are defined in this Agreement, the term or condition contained in the Merger Conditions shall prevail. If any provision contained in this Schedule 11 (and/or Section 11.6 of this Agreement) and any provision of the agreement entered into by Verizon and others (including AT&amp;T) on August 20, 1999 (in settlement of MCI Worldcom, Inc. and AT&amp;T Corp. v. Bell Atlantic Corp., FCC File No. EAD-99-0003), as may be amended from time to time, and any collaborative proceedings or arbitrated decisions arising from that settlement agreement ("Settlement Agreement") cannot be reasonably construed or interpreted to avoid conflict, the terms of the Settlement Agreement shall prevail. Conflicts among this Schedule 11 (and/or Section 11.6 of this Agreement), the Settlement Agreement, and the Merger Conditions shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Settlement Agreement; (b) the Merger Conditions; and (c) this Schedule 11 (and/or Section 11.6 of this Agreement).</p> <p>2.9 In ordering Services, AT&amp;T and Verizon will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the</p>

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			<p><i>Ordering and Billing Forum (OBF); provided, however, Verizon shall not be required to implement a version of an industry standard or may modify its use of such industry standards subject to notice in accordance with the Change Management Process, as may be amended from time to time. Verizon may also modify its use of such industry standards (i) in order to be consistent with the terms of the Settlement Agreement; or (ii) consistent with any collaborative proceedings pursuant to the Merger Conditions. Furthermore, industry standards do not currently exist for the ordering of all Services. Therefore, until such standard industry order formats and data elements are developed by the OBF for a particular Service, AT&amp;T and Verizon will use the Change Management Process to agree on a format or data elements to be used to address the specific data requirements necessary for the ordering of those Services. When an OBF standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any other standard or format, unless, pursuant to the Change Management Process, there is agreement to continue to use a non-OBF standard or format. Nothing in this Section 2.9 shall require Verizon to implement an industry standard prior to the time period required by the Merger Conditions or in a manner inconsistent with the Merger Conditions. Verizon reserves the right to establish non-standard Verizon OSS interfaces if required by law, regulation or collaborative proceeding.</i></p> <p><i>3.0 Access to and Use of Verizon OSS</i></p> <p><i>3.1 Verizon OSS may be accessed and used by AT&amp;T only to the extent necessary for AT&amp;T's access to and use of Verizon OSS Services pursuant to the Agreement.</i></p> <p><i>3.2 AT&amp;T shall restrict access to and use of Verizon OSS to AT&amp;T. This Schedule 11 does not grant to AT&amp;T any right or license to grant sublicenses to other persons, or permission to other persons (except AT&amp;T's employees, agents and contractors, in accordance with Section 3.6 below), to access or use Verizon OSS.</i></p> <p><i>3.3 AT&amp;T shall not (a) alter, modify or damage the Verizon OSS (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS, or (c) obtain access through Verizon OSS to Verizon databases, facilities, equipment,</i></p>

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			<p>software, or systems, which are not offered for AT&amp;T's use under this Schedule 11.</p> <p>3.4 Except as may be otherwise mutually agreed to by the Parties in writing, AT&amp;T shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).</p> <p>3.5 All practices and procedures for access to and use of Verizon OSS, and all access and user identification codes for Verizon OSS: (a) shall remain the property of Verizon; (b) shall be used by AT&amp;T only in connection with AT&amp;T's use of Verizon OSS permitted by this Schedule 11; (c) shall be treated by AT&amp;T as Confidential Information of Verizon pursuant to subsection 28.5 of the Agreement; and, (d) shall be destroyed or returned by AT&amp;T to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.</p> <p>3.6 AT&amp;T's employees, agents and contractors may access and use Verizon OSS only to the extent necessary for AT&amp;T's access to and use of the Verizon OSS permitted by this Agreement. Any access to or use of Verizon OSS by AT&amp;T's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.5 thereof and Section 3.5 of this Schedule 11.</p> <p>4.0 Verizon OSS Information</p> <p>4.1 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11, AT&amp;T shall acquire no rights in or to any Verizon OSS Information.</p> <p>4.2 The provisions of this Section 4.2 shall apply to all Verizon OSS Information, except (a) AT&amp;T Call Detail Information, (b) CPNI of AT&amp;T, and (c) CPNI of a Verizon Customer or a AT&amp;T Customer, to the extent the Customer has authorized AT&amp;T to use the Customer Information.</p> <p>4.2.1 AT&amp;T's employees, agents and contractors may</p>

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			<p>access, use and disclose Verizon OSS Information only to the extent necessary for AT&amp;T's access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11. Any access to, or use or disclosure of, Verizon OSS Information by AT&amp;T's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.5 of the Agreement.</p> <p>4.2.2 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11 (including, but not limited to, Section 22 of the Agreement and Section 5.1 following), AT&amp;T's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement. All Verizon OSS Information received by AT&amp;T shall be destroyed or returned by AT&amp;T to Verizon, upon expiration, suspension or termination of this Agreement.</p> <p>5.0 Liabilities and Remedies</p> <p>5.1 Any breach by AT&amp;T, or AT&amp;T's employees, agents or contractors, of the provisions of Sections 3 or 4 above shall be deemed a material breach of the Agreement. In addition, if AT&amp;T or an employee, agent or contractor of AT&amp;T at any time breaches a provision of Sections 3 or 4 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to AT&amp;T, to suspend access to Verizon OSS and the provision of Verizon OSS Services, in whole or in part.</p> <p>5.2 AT&amp;T agrees that Verizon may be irreparably injured by a breach of Sections 3 or 4 above by AT&amp;T or the employees, agents or contractors of AT&amp;T, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.</p> <p>6.0 Relation to Applicable Law</p> <p>The provisions of Sections 3, 4 and 5 above shall be in addition to and</p>

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			<p><i>not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.</i></p> <p>7.0 <i>Verizon Access to Information Related to AT&amp;T Customers</i></p> <p>7.1 <i>Verizon shall have the right to access, use and disclose information related to AT&amp;T Customers that is in Verizon's possession to the extent such access, use and/or disclosure has been authorized by the AT&amp;T Customer in the manner required by Applicable Law.</i></p> <p>7.2 <i>Upon request by Verizon, AT&amp;T shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to AT&amp;T's operations support systems (including, systems for pre-ordering, ordering/provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to AT&amp;T Customers (as authorized by the applicable AT&amp;T Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.</i></p> <p>8.0 <i>Application-to-Application Interface Testing for Ordering/Provisioning</i></p> <p>8.1 <i>The Parties shall conduct application-to-application interface testing prior to AT&amp;T's initial live access to Verizon OSS. Additionally, the Parties may agree to conduct application-to-application interface testing to test new releases of Verizon OSS software. Any application-to-application interface testing shall be pursuant to Verizon CLEC Test Environment (CTE) guidelines published by Verizon consistent with the Change Management Process. Application-to-application interface testing will allow for the testing of the systems, interfaces, and processes for the Ordering and Provisioning functions. If AT&amp;T wishes to conduct Friendlies-type application-to-application testing, the Parties shall negotiate a separate test agreement that addresses the terms and conditions applicable to such testing.</i></p>

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			<p>8.2 Notwithstanding any other provision of this Agreement, AT&amp;T shall not send any orders into production until such time that AT&amp;T has successfully completed testing in the Verizon CTE in Virginia except as otherwise mutually agreed to by the Parties. AT&amp;T agrees that it will only send orders into production containing features, services and/or elements for which it has successfully completed testing in Virginia in the Verizon CLEC Test Environment except as otherwise mutually agreed to by the Parties.</p> <p>8.3 Prior to initial access to Verizon OSS, AT&amp;T will complete applicable user education classes, as offered by Verizon, for Verizon-provided interfaces. Such user education classes will be available in accordance with rates published by Verizon.</p> <p>8.4 AT&amp;T agrees that personnel from other competitive Local Service Providers may be scheduled into any class. Class availability is first-come, first served.</p> <p>8.5 Class dates will be in accordance with Verizon's published schedule. Special classes may be arranged as mutually agreed to by the Parties.</p> <p>8.6 AT&amp;T agrees that AT&amp;T personnel attending classes are to utilize only training databases and training presented to them in class. Attempts to access any other Verizon system are strictly prohibited.</p> <p>8.7 Nothing in this Section 8 shall require Verizon to offer non-scheduled user education classes to AT&amp;T except as may be mutually agreed to by the Parties or as otherwise generally offered to other CLECs.</p> <p>9.0 <u>Prices/Rates</u></p> <p>9.1 AT&amp;T will pay Verizon for access to the Verizon OSS according to the prices set forth in Exhibit A (Pricing Schedule) of this Agreement or as otherwise determined by the Commission.</p> <p>10.0 Local Account Maintenance</p>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
			<p>10.1 Where Verizon's existing PIC Change process currently supports the option of either having Verizon reject or process PIC changes requested by intraLATA toll or interLATA (or international, where applicable) carriers ("Carriers") on AT&amp;T's Customers' accounts, AT&amp;T may make its election regarding this option upon establishing its account with Verizon and on an as needed basis thereafter. In such case, if AT&amp;T elects to have Verizon reject these PIC changes under this option, or where Verizon does not currently support this option, Verizon shall so notify Carriers by creating the appropriate reject transaction record pursuant to Customer Account Record Exchange (CARE) record formats approved by the Ordering and Billing Forum (OBF).</p>
III-15	<p>Should the Interconnection Agreement contain a provision under which Verizon agrees to use its best efforts to negotiate rights for MCIm to use Verizon's network under the same licensing terms that Verizon's receives from its vendors? Should that provision require Verizon to indemnify WorldCom against third party intellectual property claims arising out of WorldCom's use of Verizon's network, in the event that Verizon fails to use its best effort to negotiate such rights for MCIm? Should that provision also require Verizon to warrant that it will seek to ensure in its licensing agreements with third parties that WorldCom may use or interconnect with Verizon's network equipment or software? Should the provision contain additional clauses relating to Verizon's obligation to provide notice of third party intellectual property claims, Verizon's obligation to avoid such claims</p>	<p>20.2 Verizon shall use its best efforts to negotiate or renegotiate any vendor or licensing agreements with respect to equipment or software used in Verizon's network so that such agreements permit MCIm to use such equipment or software pursuant to the terms of this Agreement. In the event Verizon fails to use such best efforts, Verizon shall indemnify MCIm against any loss, cost, expense or liability arising out of or relating to MCIm's use, pursuant to the terms of this Agreement, of such equipment or software or any intellectual property associated therewith. Verizon also hereby warrants that it will not enter into any future licensing agreements with respect to equipment or software used in Verizon's network without using its best efforts to negotiate provisions that would permit MCIm to use or interconnect with such equipment or software pursuant to the terms of this Agreement. Verizon also warrants that it has not, and will not, intentionally modify any existing licensing agreements for existing network equipment or software in order to disqualify MCIm from using or interconnecting with such network equipment or software pursuant to the terms of this Agreement. To the extent that the providers of equipment or software used in Verizon's network provide Verizon with indemnities covering intellectual property liabilities and those indemnities allow a flow through of protection to third parties, Verizon shall flow those indemnity protections through to MCIm. Verizon will inform MCIm of any pending or threatened intellectual property claims relating to Verizon's network of which Verizon is aware and will update that notification periodically as needed, so that MCIm receives maximum notice of any intellectual property risks. Notwithstanding any part of this Section [20], MCIm retains the right to pursue legal remedies against Verizon if Verizon is at fault in causing intellectual property liability to MCIm.</p>	<p>Verizon proposes to use same language for WorldCom as that to which AT&amp;T and Verizon have agreed (at Section 28.16.4 of the AT&amp;T contract), as set forth below; such provisions will have to be renumbered when placed in the WorldCom contract:</p> <p>28.16.4 WorldCom acknowledges that services and facilities to be provided by Verizon hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit Verizon to provide to WorldCom, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to WorldCom under this Agreement, then, as may be required by Applicable Law:</p> <p>a) Verizon agrees to notify WorldCom, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions"); and</p> <p>b) Verizon shall use its best efforts, as commercially practical, to procure rights or licenses to allow Verizon to provide to WorldCom the particular unbundled Network Element(s), on terms comparable to terms provided to Verizon, directly or on behalf of WorldCom ("Additional Rights/Licenses"). Costs associated with the procurement of Additional Rights/Licenses shall be passed through to WorldCom as permitted under Applicable Law. In the event that Verizon, after using its best efforts, is</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).